

# THE CASE TRULY STATED BETWIXT THE Dean and Chapter of Christs Church in

OXFORD, And WILLIAM ADKINS Butcher, concerning

Fridefwides Meadow near Oxford.

**T**He Dean and Chapter of Christs Church in Oxford were seised in fee, in right of their Church, of a certain Meadow called *Fridefwides Meadow*, lying near unto Oxford, and the said Meadow lying near unto Oxford was, during the time that Oxford was a Garrison for the late King, very much turfed and digged, and had several Bulworks made upon it, and the Rivers of *Charnell* and *Thames* were by His Majesties souldiers turned in upon it, and lay all over it during the late wars, the better to keep the enemy from the Garrison; by reason of which digging, turfing and floating, and the long lying of the waters upon it, the same was almost altogether spoiled, and did bear nothing but Flags and Sedge, and did become marshy ground, so that after the wars the same was very little worth.

Whereupon Dr. *Reynolds* (now Lord Bishop of *Norwich*) the Dean, and the then Chapter of the said Church, conceiving that they were not enabled by any Charter or Grant to hold the said Meadow in their own hands, and to their own uses, but that according to their trust they were obliged to let the same at an improved rent in Corn for the benefit of the whole Society, which consists of 1200. Students and divers other Scholars, and being desirous that the said Meadow should be improved and made good again for the benefit of themselves and their successors, did by their Indenture under their Common Seal, bearing date on the 20. day of Feb. in the year of our Lord 1649. demise the same unto the said *Will. Adkins* for 21. years thence next ensuing, at and under an improved rent in Money and Corn, according to the Statute of the 18. *Eliz.* and also finding by old rent, rolls and records, that the old rent of the said Meadow was 10 l. 6 s. per an. or thereabouts, they did improve the same in Money and Corn, which now usully amounts *Communibus annis* to 35 l. per an. which hath been since paid and employed for the benefit of the whole Society, according to the intent of the founder, and the said *Will. Adkins* did also then pay to the said Dean and Chapter for a Fine for the said Lease the summe of 500 l.

That afterwards the said *Will. Adkins* was at very great Charges for several yeares together, in throwing down the Bulworks which were upon it, in dreining, scouring and trenching the Rivers and Ditches, in laying soil and Compost upon the same, and in planting many trees thereupon, and in other good husbandry, which cost the said *Will. Adkins* at the least 800 l. in so much, that he did thereby improve the said Meadow to be worth yearly as much more as it was worth when the said *Will. Adkins* did first enter upon it.

That after this the said *Will. Adkins* did renew the Lease from the Dean and Chapter again, who by their Indenture under their Common Seal, bearing date the 10. day of March, 1654. did demise the same unto the said *Will. Adkins* for 21. years thence next ensuing, at and under the said former improved rent in Money and Corn, for which said new Lease *Adkins* did pay unto them the summe of 300 l. for a Fine; whereby it appears that the said *Adkins* did disburse in Fines and the said other Charges for the improving of the said Premises, the summe of 1600 l. at the least.

That the said Meadow after all his said Charges disbursed upon it, not being worth above 100 l. per annum, the Profits thereof hitherto have not near satisfied unto him the yearly Interest of his Money, and the Colledge yearly Rents and Taxes, that he hath paid for the same.

And yet notwithstanding, after the Restitution of His Majesty, Dr. *Fell* being made Dean of the said Church, he and the present Chapter being desirous to have the said Meadow to their own uses again, and pretending that the said *Adkins's* Lease was void in Law, in regard that the said Meadow had not formerly been demised, did without allowing any satisfaction to *Adkins* about two yeares since Commence an action of Ejectment in the name of one *Thomas Hudson* of the County of Oxford, in the year 1661. the said Defendant *Adkins* did then make proof of all the said matters of fact, and the Jury were then ready to have given a Verdict for *Adkins*; but Dr. *Fell* the Dean, and Dr. *Dolben* the Treasurer of the said Colledge, being both present in the Court, perceiving the same, did move the Judge that the matters in difference betwixt the parties should be referred to the determination and award of an Arbitrator of their own choosing, and thereupon it was ordered at the said Assizes, that a Verdict by consent should be found for the Plaintiffs, and that all the differences betwixt the parties should be referred to the said Arbitrator, and that the *Posse* should remain in the hands of the Clerk of the Assizes, untill Mr. Justice *Windham* should give order to the contrary, as by that order may appear.

Upon which reference the said Arbitrator did take much pains to settle the differences betwixt them, but could not; and did therefore at last (to prevent the ruine of the said *Adkins* and his family) on his Award in writing, bearing date on the 28. day of October, 1661. betwixt the said parties, award that the said Dean and Chapter should pay to the said *Adkins*, towards the satisfaction of all his Monies and Costs, the summe of 600 l. at our Lady-day then next following; and that in case the said Monies should be then paid, that then the said *Adkins* should surrender up his possession and Lease to them; but in case that the Monies should not be then paid, that then the said *Adkins* or his Assignes should hold and enjoy the said Meadow for the term of 7. years only then next ensuing, and should at the end of the term of 7. years deliver up his Lease and possession to the said Dean and Chapter, as by the Award may appear.

And although the said Arbitrator did not award unto *Adkins* one half of the Monies due to him, or that in case the said Monies should not be paid to him, did award to him but one half of the term, he having 14. years to come in his term at the time of the said Award; yet the said Dean and Chapter did refuse to stand to the Award made by the said Arbitrator of their own choosing; and yet notwithstanding all the said premises, the said Dean and Chapter did in the last Mich. Term commence a new action of Ejectment in the name of the said *Thomas Hudson* their former Lessee, against the said *Adkins* for the recovering the possession of the said Meadow from him, and the Cause did come to tryal this last Assizes at Oxford, and a Jury did appear, which were returned by the Prothonotary the last Term by order of the Court of Common-pleas.

And the Defendant *Adkins* having made full proof of all the said Monies disbursed by him for the benefit of the Inheritance of the said Colledge, and all the said before mentioned matters of fact, the Jury after a long and full evidence given on both sides, did find their Verdict for the Defendant *Adkins*.

And yet notwithstanding it is endeavoured that a Proviso be added unto the Act for confirming of Colledge Leases, that the said Act shall not extend to confirm any Leases made of any Lands which were not let or dimised for eleven years or more before the year of our Lord 1640. which Proviso, if it should passe, would destroy the said Lease of *Adkins*, and many more Leases, which this Dean *Fell* and the present Chapter of Christs Church have confirmed of Lands never let before in Lease, till Bishop *Reynolds* let them at that time when *Adkins* took his Lease of him.

And likewise at All-souls Colledge in Oxon they have renewed severall Leases of Lands that were never put in Lease, till much about the time *Adkins* took his Lease of Bishop *Reynolds*, and at New Colledge in Oxford they have renewed with many Tenants within this year and a half, and confirmed their Leases of Lands that were never put in Lease before about twelve years ago by those that were then Governours in that place.

And yet *Adkins* doubts not but to prove and make it appear that the said Meadow hath been in ancient times demised at an old Rent, and the said Lease is good by the Laws of this Land, if it be not avoided by the said Proviso.

And it is manifestly known that Dr. *Fell* who lays claim to half this Meadow for himself, as he is now Dean of Christs Church, was never formerly invested in any part of it, nor those five Canons likewise who seek to take the other from *Adkins*, and the improved Rent from the Students, which likewise were not formerly invested in these Lands. And the other two old Canons are those that were there when Bishop *Reynolds* let the Lease to *Adkins*, and took their Fines, and remain established Canons there still.

*The premises considered, it is humbly submitted to judgment what these Leases can be worth to those Tenants who have paid great Fines, and have renewed their Leases within these two years, with these Governours, if they be called away, and other Governours put in their places. And therefore the said Adkins humbly prays and hopes, that the Proviso shall not passe, but that his Lease may be confirmed as well as other Colledge Leases, and that the Law may determine the Title of the same betwixt him and the said Dean and Chapter.*

*Circa 1667  
tried at Gildhall  
at an assize.*